IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO. 1300 OF 2004

IN

SUIT NO. 4677 OF 1998

Smt. Mangla Maruti Dalvi
& Ors. .. Plaintiffs.

vs.

Smt. Snehlata Ganpat Dalvi
& Ors. .. Defendants.

Mr. Devvrat Singh i/by Thakordas & Madgaonkar
for plaintiffs.
Ms. Pallavi Dalvi i/by H.S.S Murthy for
Defendant nos. 2, 4, 6, & 7.

CORAM : S.U.KAMDAR, J.
DATE : 13th April, 2005.

P.C.

1. The learned counsel for the defendant has taken out the present chamber summons for a direction that the Court Receiver should not insist on obtaining insurance policy in respect of the building in respect of which he is appointed an agent. The defendant nos. 2, 4, 6 and 7 have been

collecting the rent and the expenses including the insurance premium is required to be paid from the collection of the rent. However,l the learned counsel or defendant nos. 2, 4, 6 and 7 states that they are not interested in collecting the rent and let the Receiver collect the rent.

2. In the aforesaid circumstances, I direct the Court Receiver to collect rent directly by himself and the defendant nos. 2, 4, 6 and 7 will not collect the rent henceforth and the Receiver to take out necessary insurance policy out of the rent amount received in respect of the said building. The chamber summons is accordingly disposed of. The learned counsel for defendant nos. 2, 4, 6 and 7 states that in view of the fact that the agency agreement has so far not been executed and therefore they have not collected any rent. The Receiver to ascertain the position and take steps accordingly.